IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE K.BALAKRISHNAN NAIR

THURSDAY, THE 8TH FEBRUARY 2007 / 19TH MAGHA 1928

WP(C).No. 4353 of 2007(R)

PETITIONER:

M/S.COCHIN CEMENTS LTD., 8/1072,
MEVALLOOR P.O., KOTTAYAM DISTRICT,
KERALA, PIN- 686 609,
REP.BY AUTHORIZED SIGNATURY SRI.V.P.SHARMA.

BY ADV. SRI.S.ANIL KUMAR (TRIVANDRUM)
SRI.K.S.HARIHARAN
SRI.S.GANESH(SR)

RESPONDENTS:

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1. KERALA STATE ELECTRICITY BOARD,
REPRESENTED BY ITS SECRETARY,
VYDYUTHI BHAVAN, PATTOM, THIRUVANANTHAPURAM.

2. THE SPECIAL OFFICER (REVENUE),
KERALA STATE ELECTRICITY BOARD,
VYDYUTHI BHAVAN, PATTOM,
THIRUVANANTHAPURAM.

BY SRI.JOSE J.MATHEIKEL, SC.K.S.E.B.

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 08/02/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

K.BALAKRISHNAN NAIR, J.

WP(C).No.4353 of 2007-R

Dated this the 8th day of February, 2007.

JUDGMENT

The petitioner challenges Ext.P11 bill to the extent to demands interest for the principal amount from 1996 onwards. The disputed bill relates to the period between March, 1996 and December, 1997. The original bill issued to the petitioner was containing various mistakes. Though, the same was challenged before this court, the challenge was repelled. The matter was carried before the Supreme Court. At the time of hearing, Ext.P8 I.A. was filed and the prayer in that I.A. (at page 104 of the paper book) was the following:

> " That this Hon'ble Court may be pleased to remand the present case to KSEB with a direction to afford an opportunity to the petitioner to represent against the various alleged errors/mistakes in the computation of the petitioner's power bills, and to pass appropriate orders thereon and issue fresh power bills to the petitioner in respect of the period March 1996 to December 1997, in accordance with law."

2. The Apex Cort by Ext.P9 order dated 27-2-2006 allowed the said prayer. The petitioner submits, based on that the Electricity Board

heard the petitioner and issued a direction to the Special Officer, Revenue to revise and issue fresh bills from March, 1996 to December, 1997. Thereafter, Ext.P10 proceedings was issued by the Board followed by Ext.P11 bill. To the extent the principal amount is demanded therein, the petitioner has no grievance. But, there is a provision to collect interest for the amount at the rate of 12% per annum if the entire amount is paid in one instalment. The petitioner can pay the amount in 6 instalments subject to payment of 18% interest. The petitioner attacks the said stipulation. The learned senior counsel for the petitioner submitted that the court can claim interest if there is failure to pay the amount demanded in Ext.P11 bill and that too only for the period of default from the due date of that bill. But, in this case interest has been claimed from 1996 onwards. The same is impermissible. The original order was ab intio void and the same was set aside also. Now, a fresh bill is issued and therefore interest will accrue only from the date of issuance of that bill.

3. Heard. The learned Standing Counsel for the K.S.E.B. brought to my notice Regulation 32 (e) of the Conditions of Supply of Electrical Energy framed under the Electricity Supply Act, 1948. He submits, in view of the said provision, the petitioner is liable to pay intererest at the rate of 24%.

Regulation 32 (e) reads as follows:

So, the point to be considered in this case is which is the due date whether it is the date of furnishing the bill or the date when the electricity charges became payable. If the bills are issued monthly, the electricity charges for the month of March, 1996 become due in April, 1996. If the system is bimonthly bills, the amount will be due in May, 1996. There may be various defects in the bills raised by the K.S.E.B. and it is likely to be withdrawn by the K.S.E.B. or set aside by competent authorities. But, whatever amount is payable by the consumer is the amount due from the next month of consumption or the month thereafter as per the billing practice. Therefore, the contention of the learned senior counsel for the petitioner that interest is due with effect from the date of service of the revised bill cannot be accepted. The said interpretation runs counter to the above-quoted Regulation. The learned senior counsel for the petitioner pointed out that Ext.P11 is only a fresh demand and not bill. But, it contains all the particulars of a bill which are usually required to be given. So far as the petitioner's liability is concerned, I feel that it makes no difference whether Ext.P11 is a demand or bill. The petitioner is

bound to pay the amount with interest as provided in the above-quoted Regulation.

In the result, the writ petition fails, and it is dismissed.

K.BALAKRISHNAN NAIR,
JUDGE.

MS